

UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK

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FELIPE ROBLES VASQUEZ p/k/a RALDY  
VASQUEZ and CAMPESINO ENTERTAINMENT  
GROUP, INC.,

06 Civ. 0619 (CM)

Plaintiffs,

-against-

FERNANDO TORRES NEGRON, TOMARA  
SOSA-PASCUAL and JULIO DE LA  
ROSA-RIVE,

Defendants.

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**Plaintiffs' Affidavit In  
Opposition Exhibits 13-16**

# Exhibit 13

# **HARRAP'S CONCISE SPANISH AND ENGLISH DICTIONARY**

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## arrasado,-a

**arrasado,-a** I *pp* *de* arrasas. II *adj* 1 devastated, destroyed; *fig* ojos arrasados en lágrimas, eyes brimming with tears. 2 (*allanado*) levelled, US leveled, smooth.

**arrasar** *vt* 1 to devastate, destroy. 2 (*terreno*) to level, smooth.

**arrastradizo,-a** *adj* trailing, dragging.

**arrastrado,-a** I *pp* *de* arrastrar. II *adj* 1 *fam* (*miserable*) miserable, wretched. 2 *Naipes* in which one must follow suit.

**arrastrar** I *vt* to pull (along), drag (along), haul; *arrastralo*, pull it along; a. los pies, to drag one's feet; la corriente lo arrastró, the current swept him away; *fig* a. a las masas, to sway the crowds; *fig* dejarse a., to get carried away. II *vi* 1 (*por el suelo*) to trail (on the ground). 2 *Naipes* to lead. III *arrastrarse* *vr* to drag oneself, crawl; *fig* (*humillarse*) to creep, crawl.

**arrastre** *nm* 1 pulling, dragging; *fam* para el a., (*persona*) on one's last legs; (*cosa*) done for. ■ Pesca (*pesca de*) a., trawling. 2 *Naipes* lead. 3 (*telesquí*) drag lift.

**arrayán** *nm* Bot myrtle.

**arre** *interj* gee up!, giddy up!

**arrea** *interj* *fam* goodness me!

**arreada** *nf* Am cattle rustling.

**arrear** *fam* I *vt* 1 to spur on; (*caballos*) to urge on; (*ganado*) to drive. 2 (*apresurar*) to hurry up. 3 *fam* (*asestar*) to give; a. una bofetada a algn, to slap sb in the face, give sb a slap in the face. 4 Am (*ganado*) to rustle. II *vi* *fam* salir arreando, to rush off.

**arrebato,-a** I *pp* *de* arrebatar. II *adj* 1 (*precipitado*) rash, hasty. 2 (*iracundo*) furious, enraged. 3 (*impulsivo*) impulsive. 4 (*ruborizado*) blushing, flushed. 5 *Culin* *fam* (*quemado*) burnt.

**arrebataador,-a** *adj* *fig* captivating, fascinating.

**arrebatar** I *vt* 1 (*coger*) to snatch, seize; *fig* (*cautivar*) to captivate, fascinate. 2 Am (*atropellar*) to run over, knock down. II *arrebatarse* *vr* 1 (*enfurecerse*) to become furious; (*exaltarse*) to get carried away. 2 *Culin* *fam* (*quemarse*) to burn.

**arrebato** *nm*, **arrebatoamiento** *nm* 1 (*arranque*) outburst, fit; le dio un a. y dejó el trabajo, he suddenly-upped and left his job. 2 (*furor*) anger, fury, rage.

**arrebol** *nm* 1 (*de las nubes*) red glow; (*de las mejillas*) ruddiness, redness. 2 *arrebales*, red clouds.

**arrebolar** I *vt* 1 (*enrojecer*) to give a red glow to. 2 (*persona*) to make ruddy. II *arrebolarse* *vr* 1 (*enrojecer*) to glow red. 2 (*persona*) to blush.

**arrebujar** I *vt* 1 (*arrugar*) to crumple up. 2 (*envolver*) to wrap up. II *arrebujarse* *vr* (*envolverse*) to wrap oneself up.

**arrechucho** *nm* *fam* 1 Med temporary ailment. 2 (*arranque*) sudden impulse, outburst, fit.

**arreciar** [12] *vi* (*empeorar*) to get worse; (*aumentar*) to get heavier or stronger.

**arrecife** *nm* Naut reef.

**arrecloques** *nmp* CAM 1 (*perifollos*) frills, trimmings. 2 (*rodeos*) evasiveness *sing*, circumlocution *sing*.

**arredrar** I *vt* (*asustar*) to frighten. II *arredrarse* *vr* (*asustarse*) to be frightened.

**arreglado,-a** I *pp* *de* arreglar. II *adj* 1 (*solucionado*) settled, fixed, sorted out; lo de tu billete ya está a., your ticket is all sorted out now. 2 (*reparado*) repaired, fixed. 3 (*ordenado*) tidy, arranged, neat. 4 (*persona*) well-dressed, smart. 5 *fam* ¡es-

tamos arreglados!, we're really done for!; *iron* ¡vas a. si crees que él lo va a hacer!, you're in for a shock if you think he's going to do it!

**arreglar** I *vt* 1 (*gen*) to settle, fix up, sort out, arrange; arreglaron los papeles para casarse, they got their papers in order so that they could get married; yo lo arreglaré, I'll see to it. 2 (*componer*) to repair, fix, mend; (*cabello*) to do; (*habitación*) to decorate; (*escrito*) to rearrange; *Mús* (*composición*) to arrange; *Cost* (*vestido*) to alter; lo llevé a a., I had it repaired; *fig* el tiempo lo arregla todo, time heals all wounds. 3 (*ordenar*) to tidy up, put in order; a. la casa, to do the housework. 4 (*niño*) to dress and smarten up, get ready. 5 *fam* to sort out; yo le arreglaré, I'll teach him! 6 Am (*capar*) to castrate, geld. II *arreglarse* *vr* 1 (*acicalarse*) to get ready, dress up; *fam* a. de punta en blanco, to dress up to the nines. 2 *fam* (*apañarse*) to manage; arreglalas como puedas, (*haz lo que puedas*) do as best you can; (*allá tú*) that's your problem, not mine; con este trozo me arreglo, this piece will do (*for*) me, I'll make do with this piece; él siempre se las arregla para hacer lo que quiere, he always manages to get his way; tendrás que arreglarte sin el coche, you'll have to get by without the car. 3 (*resolverse*) to be solved; todo se arreglará, things will be all right (in the end). 4 (*pactar*) to reach an agreement.

**arreglista** *nmf* *Mús* arranger.

**arreglo** *nm* 1 (*de una disputa*) settlement, arrangement. 2 (*reparación*) repair, mend; (*modificación*) change, alteration; (*de una casa*) conversion, redecoration; no tiene a., it is beyond repair; *fam* ¡tú no tienes a.!, you're hopeless! 3 (*limpieza*) cleaning, tidying. 4 *fml* con a. a., in accordance with.

**arreguntarse** *vr* *fam* to cohabit, live together.

**arrellanarse** *vr* to sit back; se arrellanó en el sillón, he settled back in the armchair.

**arremangar** [7] I *vt* (*mangas* etc) to roll up. II *arremangarse* *vr* to roll one's sleeves or trousers up.

**arremansar** *vi* CAM to hold up o back.

**arremeter** *vi* to attack; el toro arremetió contra él, the bull charged at him; *fig* arremetió contra la ley, he attacked the law.

**arremetida** *nf* attack, assault.

**arremolinarse** *vr* to whirl about; *fig* (*gente*) to crowd together, cram together.

**arrendable** *adj* (*piso*) rentable; *Jur* leasable.

**arrendador,-a** I *adj* renting, leasing. II *nm*, *f* lessor; (*hombre*) landlord; (*mujer*) landlady.

**arrendajo** *nm* Orn jay; *fam* mimic.

**arrendamiento** *nm* 1 (*alquiler*) renting, leasing. 2 (*precio*) rent, lease.

**arrendar** [27] *vt* (*piso*) to rent, lease; (*dar en arriendo*) to let on lease; (*tomar en arriendo*) to take on lease.

**arrendatario,-a** I *adj* renting, leasing. II *nm*, *f* leaseholder, lessee; (*inquilino*) tenant.

**arrenquin** *nm* Am 1 (*bestia*) leading animal. 2 (*persona*) follower.

**arreo** I *nm* Am mule train. II *arreos* *nmp* 1 (*de caballería*) harness *sing*, trappings. 2 (*adornos*) adornments; (*cosas, bultos*) stuff *sing*, trappings.

**arrepanchingarse** [7] *vt* *fam* to lounge, nestle.

**arrepentido,-a** I *pp* *de* arrepentirse. II *adj* regretful, repentant; está a., he's regretful (of having done it), he regrets it. II *nf* *euf* reformed prostitute.

**arrepentimiento** *nm* regret, repentance.

*ir*) austero, -a *adj* 1 (*sobrio*) austere. 2 (*severo*) severe, stern.  
*o*) austral *adj* south, southern.  
 Australia *n* Australia.  
*li-* australiano, -a *adj* & *nm,f* Australian.  
 Austria *n* Austria.  
*m* austriaco, -a *adj* & *nm,f* Austrian.  
*v-* austro *nm* Meteor south wind.  
 autarquía *nf* Econ autarky.  
 autenticación *nf* authentication; (*legalización*) legalization.  
 autenticar [1] *vt* to authenticate; (*legalizar*) to authorize, legalize.  
 autenticidad *nf* authenticity.  
 auténtico, -a 1 *adj* authentic, genuine. II *nf* (*certificado*) certificate; (*copia legalizada*) certified copy.  
 autenticar [1] *vt* to authenticate.  
 autito *nm* Orn scops owl.  
 autismo *nm* autism.  
 I autista *nmf* autistic person.  
 autístico, -a *adj* autistic.  
 auto<sup>1</sup> *nm* Aut car.  
 auto<sup>2</sup> *nm* Jur decree, writ; (*pleito*) autos, papers, documents; *fam* *estar en autos*, to be in the know.  
 autoadhesivo, -a *adj* self-adhesive.  
 autoanálisis *nm* self-analysis.  
 autobiografía *nf* autobiography.  
 autobiográfico, -a *adj* autobiographical.  
 autobomba *nf* fire engine.  
 autobombearse *vr* *fam* to blow one's own trumpet.  
 autobombo *nm* *fam* self-praise, blowing one's own trumpet.  
 autobús *nm* bus.  
 autocamión *nm* Aut lorry.  
 autocar *nm* Aut coach.  
 autociclo *nm* Aut motorcycle.  
 autoclave *nf* 1 Med autoclave, sterilizer. 2 Culin pressure cooker.  
 autocopista *nf* stencilling machine.  
 autocracia *nf* Pol autocracy.  
 autocrático, -a *adj* Pol autocratic.  
 autocritica *nf* self-criticism.  
 autóctono, -a *adj* indigenous, autochthonous.  
 autodefensa *nf* self-defence, US self-defense.  
 autodidacto, -a 1 *adj* self-taught. II *nm,f* self-taught person.  
 autodisciplina *nf* self-discipline.  
 autodromo *nm* motor racing track.  
 autoescuela *nf* Aut Educ driving school, school of motoring.  
 autogiro *nm* Av autogyro, helicopter.  
 autogobierno *nm* Pol self-government.  
 autógrafa, -a 1 *adj* autographic. II *nm* autograph.  
 autohipnosis *nf* self-hypnosis.  
 autómatas *nm* automaton.  
 automaticidad *nf* automaticity.  
 automático, -a *adj* automatic.  
 automatismo *nm* automatism.  
 automatización *nf* automation.  
 automatizar [4] *vt* to automate.  
 automotor, -a 1 *adj* self-propelled. II *nm* Ferroc diesel train.

automóvil *nm* Aut car.  
 automovilismo *nm* Aut motoring.  
 automovilista *nmf* Aut motorist.  
 automovilístico, -a *adj* Aut car; accidente a., car accident.  
 autonomía *nf* autonomy, home rule.  
 autonómico, -a *adj* autonomous, self-governing.  
 autónomo, -a *adj* autonomous, free.  
 autopista *nf* Aut motorway.  
 autopsia *nf* 1 Med autopsy, post mortem. 2 fig critical dissection.  
 autor, -a *nm,f* (*gen*) writer; (*hombre*) author; (*mujer*) authoress; Teat manager; (*de crimen*) perpetrator.  
 autoridad *nf* authority.  
 autoritario, -a *adj* authoritarian.  
 autoritarismo *nm* authoritarianism.  
 autoritativo, -a *adj* authoritative.  
 autorizable *adj* authorizable.  
 autorización *nf* authorization.  
 autorizado, -a 1 *pp* de autorizar. II *adj* authoritative, official.  
 autorizar [4] *vt* 1 to authorize; Jur to legalize. 2 (*aprobar*) to approve, give authority to.  
 autorretrato *nm* self-portrait.  
 autoservicio *nm* 1 (*restaurante*) self-service restaurant. 2 (*tienda*) supermarket.  
 autostop *nm* hitch-hiking; *hacer a.*, to hitch-hike.  
 autostopista *nmf* hitch-hiker.  
 autosuficiencia *nf* self-sufficiency.  
 autosuficiente *adj* self-sufficient.  
 autosugestión *nf* autosuggestion.  
 auxiliador, -a 1 *adj* helping. II *nm,f* helper.  
 auxiliar [14] 1 *adj* & *nmf* auxiliary, assistant. II *vt* to help, assist; (*país*) to bring aid to; (*moribundo*) to attend.  
 auxilio *nm* help, aid, assistance, relief. ■ primeros auxilios, first aid sing.  
 Av., Avda. *abr* de Avenida, Avenue, Ave.  
 a/v *abr* de a vista, at or on sight.  
 aval *nm* Com Fin endorsement, guarantee.  
 avalancha *nf* avalanche.  
 avalar *vt* Com to guarantee, endorse.  
 avalista *nmf* Com guarantor.  
 avalorar *vt* 1 (*evaluar*) to value, assess, estimate. 2 (*animar*) to encourage.  
 evaluación *nf* valuation.  
 avaluar [11] *vt* to value, assess.  
 avance *nm* 1 (*acción*) advance. 2 Fin advance payment; Com (*balance*) balancing; (*presupuesto*) estimate. 3 Cin trailer. ■ TV a. informativo, news preview, US news brief.  
 avante *adv* Naut ahead, forward.  
 avanzada *nf* Mil advance guard.  
 avanzado, -a 1 *pp* de avanzar. II *adj* advanced; de avanzada edad, advanced in years.  
 avanzar [4] 1 *vt* to advance; move forward; Fin (*dinero*) to advance; Mil etc to promote; (*propuesta*) to put forward. II *vi* & *avanzarse* *vr* 1 to advance, go forward. 2 (*noche, invierno*) to draw in.  
 avance *nm* Fin Com (*cómputos*) balancing; (*presupuesto*) estimate.

avaricia *nf* avarice, meanness, miserliness; *fam* con a., extremely; *es pelma con a.*, he's terribly boring.  
 avariento, -a *adj* avaricious, mean, miserly.  
 avaro, -a 1 *adj* avaricious, mean, miserly. II *nm,f* miser.  
 avasallador, -a *adj* overwhelming.  
 avasallamiento *nm* subjection, subjugation, domination.  
 avasallar 1 *vt* to subdue, subject. II *avasallarse* *vr* to yield, accept domination.  
 avatar *nm* 1 change, transformation. 2 avatares, ups and downs.  
 ave *nf* bird; *fig* *es un a. nocturna*, he's a night-bird. ■ a. de rapia, bird of prey; *aves de corral*, poultry.  
 avecinar 1 *vt* to bring close o up to. II *avecinar* *vr* to approach, come near.  
 avecindarse *vr* to settle, take up residence.  
 avefría *nf* Orn lapwing, common plover.  
 avejentarse *vr* to age (prematurely).  
 avejigar [7] *vi*, *avejigarse* *vr* to blister.  
 avellana *nf* Bot hazelnut.  
 avellanal *nm*, avellanedo *nm* hazel wood, hazel plantation.  
 avellano *nm* Bot hazelnut tree; (*madera*) hazel wood.  
 avemaría *nf* Rel Ave Maria, Hail Mary; *fam* *en un a.*, in a jiffy; *fam* *saber algo como el a.*, to know sth backwards.  
 avena *nf* Agr. Bot oats pl.  
 avenado, -a 1 *pp* de avenar. II *adj* half-crazy, with a streak of madness.  
 avenal *nm* Agr oatfield.  
 avenamiento *nm* Agr draining, drainage.  
 avenar *vt* Agr to drain.  
 avendré *indic fut* de avenir.  
 avenencia *nf* agreement, compromise; Com deal.  
 avengo *indic pres* de avenir.  
 avenida *nf* 1 (*calle*) avenue. 2 (*de río*) flood, spate. 3 (*reunión*) gathering, meeting.  
 avenido, -a 1 *pp* de avenir. II *adj* bien a., in agreement, on good terms; mal a., in disagreement, on bad terms.  
 avenimiento *nm* agreement, compromise; (*concilio*) harmony, understanding.  
 avenir [90] 1 *vt* to reconcile, harmonize. II *vi* to happen. III *venirse* *vr* to agree, be in agreement; to harmonize, be on good terms; a. a *hacer algo*, to agree to do sth; a. con algo, to come to terms with sth.  
 aventador, -a Agr 1 *adj* winnowing. II *nm,f* winnower. III *nf* winnowing machine.  
 aventajado, -a 1 *pp* de aventajar. II *adj* 1 (*ventajoso*) advantageous, favourable, US favorable. 2 (*sobresaliente*) outstanding, exceptional; (*en cabeza*) in the lead.  
 aventajar *vt* 1 to lead, be ahead o in front of; (*llegar aventajado*) to come first, come ahead of. 2 (*superar*) to surpass, outdo; *nadie le aventaja en compañerismo*, nobody beats him for team spirit.  
 aventamiento *nm* Agr winnowing.  
 aventar [27] *vt* 1 Agr to winnow. 2 (*el viento*) to blow away; (*el fuego*) to blow (on), fan; a. las cenizas, to cast ashes to the wind.  
 aventura *nf* 1 adventure; novela de aventuras, adventure novel. 2 (*riesgo*) risk, danger. 3 (*relación amorosa*) (love) affair.

## telegrafiar

telegrafiar [13] *vt* to telegraph, wire.telegráfico, -a *adj* telegraphic; giro t., giro, money order; lenguaje t., telegraphic speech. ♦ *telegráficamente* *adv* by telegram; *fam* hablar/escribir t., to speak/write telegraphically.telegrafista *nmf* telegraphist, telegrapher.telégrafo *nm* 1 telegraph; poste de t., telegraph pole. 2 *telégrafos*, post office *sing*.telegrama *nm* telegram, cable.telengues *nmpl* CAm things pl, stuff *sing*.telele *nm* *fam* darle a uno un t., to have a fit.telemando *nm* remote control (unit).telemanía *nf* telly addiction.telemática *nf* Téc telematics *sing*.telemetría *nf* telemetry.telémetro *nm* telemeter, rangefinder.telenovela *nf* television serial.teleobjetivo *nm* Fot telephoto lens *sing*.telequinesia *nf* telekinesis.telepatía *nf* telepathy.telepático, -a *adj* telepathic. ♦ *telepáticamente* *adv* by telepathy.telescopico, -a *adj* telescopic.telescopio *nm* telescope.telesilla *nm* chair lift.telespectador, -a *nmf* TV viewer.telesquí *nm* ski lift.teletexto *nm* teletext.teletipo *nm* teletype, teleprinter; noticia de t., news from an agency.televidente *nm*, *f* TV viewer.televisar *vt* to televise.televisión *nf* 1 (sistema) television. 2 *fam* (aparato) television set; ver la t., to watch television.televisivo, -a *adj* television; espacio t., television programme.televisor *nm* television set.télex *nm* *inv* telex.telilla *nf* film, skin; la t. de la leche, the skin of milk.telón *nm* Teat curtain. ■ Pol t. de acero, iron curtain; t. de fondo, Teat backdrop; fig background.telonero, -a *adj* first on stage, support; grupo t., support band.telúrico, -a *adj* telluric.tema *nm* 1 (de libro, de conversación) topic, subject, theme; (de examen) subject; atenderse al t., to keep to the point; le te-ó un t. fácil, he was given an easy subject; por favor no toques este t. otra vez, don't go into that again, please; salir del t., to go off at a tangent; t. de actualidad, current affair; *fam* cada loco con su t., everyone has his hobbyhorse. 2 Más theme. 3 Ling root, stem, theme; el t. del verbo decir es dec-, the stem of the verb decir is dec-.temario *nm* (de examen) programme; (de conferencia) agenda.temático, -a *adj* 1 (de tema) thematic. 2 Ling of o relating to the stem of a word; vocal temática, thematic vowel. ■ *nf* (tema) subject matter.temblar [27] *vi* 1 (de frío) to shiver; (de miedo) to tremble (de, with); (voz) to quiver; (con sacudidas) to shake; le tiemblan las manos, he's got shaky hands. 2 *fig* (estar asustado) to shake with fear, dread; tiemblo ante el futuro, I shudder when I think of the future.tembleque *nm* *fam* shaking fit; sólo de pensarlo me da o entra (el) t., I get the shivers just thinking about it.temblón, -ona *adj* *fam* trembling, shaky. ■ *nm* Bot álamo t., aspen.temblor *nm* tremor, shudder; el enfermo tenía temblores, the patient was shaking. ■ t. de tierra, earth tremor.tembloroso, -a *adj*, tembloroso, -a *adj* (con sacudidas) shaking, (voz) quivering, (de frío) shivering; (de miedo) trembling; manos temblorosas, shaky hands.temer *v* 1 to fear, be afraid (of); temer al enemigo, he is afraid of the enemy. 2 (sospechar) to fear, be afraid of; temo que esté muerto, I fear he's dead; temo que no podrá recibirte, I'm afraid (that) he won't be able to see you. ■ *vi* 1 to be afraid; era de t., it had to happen; no temas, don't be afraid. 2 (preocuparse) to worry; no hay nada que t., there is nothing to worry about. ■ *temerse* *vr* to fear, be afraid; ¡me lo temía!, I feared this would happen!temerario, -a *adj* reckless, rash.temeridad *nf* 1 (actitud) temerity, rashness. 2 (acto temerario) reckless act.temeroso, -a *adj* 1 fearful, timid; t. de, fearing (that); t. de Dios, God-fearing. 2 (medroso) frightful.temible *adj* dreadful, fearful, frightful, frightening; un ejército t., a fearsome army.temido, -a *pp* de temer. ■ *adj* feared, dreaded; t. de o por todos, feared by everybody.temor *nm* 1 (de Dios) fear. 2 (recelo) worry, apprehension; tener t., to feel apprehensive; tus temores son infundados, there's no reason for you to worry.témpano *nm* ice floe; ser como un t., to be as cold as ice.temperamental *adj* temperamental.temperamento *nm* temperament, nature; tiene buen t., he is good-natured; tener t., to have a strong character.temperancia *nf* temperance, moderation, restraint.temperar *v* (calmar) to temper, mitigate. ■ *vi* Am to have a change of air; (veranear) to spend the summer.temperatura *nf* temperature; ¿qué t. hace?, what's the temperature?; Med le ha subido la t., his temperature has gone up. ■ t. máxima/mínima, maximum/minimum temperature.tempestad *nf* Meteor storm; fig turmoil, uproar; fig levantar tempestades, to cause a turmoil; fig una t. en un vaso de agua, a storm in a teacup. ■ t. de arena, sandstorm; t. de nieve, snowstorm, blizzard.tempestuoso, -a *adj* stormy, tempestuous, violent, wild.templado, -a *pp* de templar. ■ *adj* 1 (agua) lukewarm, warm; (clima, temperatura) mild, temperate. 2 (moderado) moderate; (sereno) composed, unruffled; nervios bien templados, steady nerves. 3 Más (afinado) tuned. 4 (metal) tempered. 5 Can Col PR (borracho) drunk. 6 Am (severo) strict, severe. 7 SAM (enamorado) in love. 8 Cam Méx (listo) smart.templanza *nf* 1 (moderación) moderation, restraint. 2 (del clima) mildness.



**tocino** *nm* 1 (pork) ham; 2 *jam* (wiro) (grande) tome; (aburrido) boring book.  
**tocinera** *nf* pork butcher's.  
**tocino** *nm* Culín; 1 *lata*; 2 *t. ahumado*, smoked bacon; *t. entrecado*, streaky bacon; *t. de cielo*, sweet made with egg yolk.  
**tocólogo,-a** *nm* Med tocologist, obstetrician.  
**tocón** *nm* Bot stump.  
**tocón,-ona** *nm,f* fam groper; Jaimito es un *t.*, Jaimito's got roving hands.  
**tocuyo** *nm* Am Tex coarse cotton cloth.  
**todavía** *adv* 1 (a pesar de ello) still; ¿y *t.* te quejas?, and you're still unsatisfied? 2 (tiempo) yet, still; no mires *t.*, don't look yet; *t. la quiere*, he still loves her; *t. no*, not yet. 3 (para reforzar) even, still; esto *t. te gustará más*, you'll like to enjoy this even more; *t. más/menos*, even more/less.  
**todito,-a** *adj* fam all.  
**todo,-a** *1 adj* 1 (sin excluir nada) all; *t. el mundo*, (absolutely) everybody; *fam t. quisqui o Cristo o Dios*, every Tom, Dick and Harry. 2 (entero) complete, thorough; *es toda una mujer*, she is every inch a woman. 3 (igual) (exactly) like; *es t. su padre*, he's the image of his father. 4 *todos*, (cada) every; *t. los martes*, every Tuesday. II *nm* 1 (totalidad) whole. III *pron* 1 (sin excluir nada) all, everything; *ante t.*, first of all; *con t.*, in spite of everything; *del t.*, completely; *después de t.*, after all; *eso es t.*, that's all, that's it; *estar en t.*, to be really with it; *hay de t.*, there are all sorts; *lo sé t.*, I know all about it; *t. lo contrario*, quite the contrary or opposite; *t. lo más*, at the most; *t. son desgracias para nosotros*, we have nothing but misfortune; *fam fue t. uno*, it all happened at once; *fam no tenerlas todas consigo*, not to be all there; *fam ser t. uno*, to be all the same (thing). 2 (cualquiera) anybody; *t. aquel o el que quiera*, anybody who wants (to). 3 *todos*, (cada uno) everybody; *t. salieron perdiendo*, they all came off worse. IV *adv* completely, totally; *volvió t. sucio*, he was all dirty when he got back.  
**todopoderoso,-a** *adj* all-powerful, almighty; *el T.*, the Almighty.  
**toga** *nf* 1 (de magistrado) gown, robe. 2 Hist toga.  
**togado,-a** *1 adj* 1 (magistrados) robed. 2 Hist togaed. II *nm* gentleman of the robe, lawyer.  
**Togo** *n* Togo.  
**togolés,-esa** *adj & nm,f* Togolese.  
**toilette** *nf* toilet, toilette; *hacerse la t.*, to make oneself up.  
**toisón** *nm* fleece; Orden del T. de Oro, Order of the Golden Fleece.  
**Tokio** *n* Tokyo.  
**toldería** *nf* Am Indian camp.  
**toldillo** *nm* 1 (toldo pequeño) small awning. 2 Am (mosquitera) mosquito o fly net.  
**toldo** *nm* 1 (cubierta) awning; (de camión) tilt, canvas; (en la playa) sunshade. 2 Am (cabaña) tent, teepee.  
**toledano,-a** *1 adj* of o from Toledo; *fam pasar una noche toledana*, to toss and turn all night. II *nm,f* native o inhabitant of Toledo.  
**tolerable** *adj* tolerable.

**tolerante** *adj* tolerant, lenient.  
**tolerar** *vt* to tolerate (inconvenientes to stand (gente) to put up with; (comida, bebida) to take; (peso) to bear; no tolero el desorden, I can't stand untidiness.  
**toma** *nf* 1 (acción) taking. ■ *t. de agua*, outlet, tap; *t. de aire*, intake, inlet; *Elec t. de corriente*, plug, socket; *t. de posesión*, takeover; *t. de tierra*, Elec earth, US ground; *Av landing*, touchdown. 2 Med dose. 3 Mil capture. 4 (grabación) recording. 5 Cin take, shot. 6 Am (acequia) channel, irrigation ditch.  
**tomado,-a** *1 pp* de tomar. II *adj* 1 (voz) hoarse; tener la voz tomada, to have a hoarse voice. 2 Am (borracho) drunk.  
**tomadura** *nf* taking; *fam fig t. de pelo*, (engaño) hoax; (burla) tease; (timo) rip-off.  
**tomar** *1 vt* 1 (coger) to take; *me tomé de la cintura*, he put his hands round my waist; *toma*, here (you are); *toma la primera a la derecha*, take the first to the right; *t. decisiones*, to make o take decisions; *t. a algn de la mano*, to hold sb's hand; *t. el autobús/tren*, to catch the bus/train; *t. el sol*, to sunbathe; *t. la palabra*, to speak; *Av t. tierra*, to land; *t. un taxi*, to take a taxi; *fig t. las de Villadiego*, to beat it; *fam ¡toma!*, (sorpresa) fancy that!; (enfado) it serves you right!; *fam ¡toma castaña!*, take that!; *fam tomarla con algn*, to have it in for sb; *fam fig toma y daca*, give and take. 2 (comer, beber) to have; ¿qué tomas?, what would you like (to have)? 3 Mil to take; *t. una plaza*, to capture a position. 4 (adquirir) to acquire; *t. afecto o cariño a*, to become fond of; *t. la costumbre de*, to get into the habit of. 5 (aceptar) to accept; *lo toma o lo deja*, take it or leave it. 6 (entender) to take; *t. algo a mal*, to take sth badly; *t. en serio/broma*, to take seriously/as a joke. 7 (considerar) to take (por, for); *me tomé por mi hermano*, he took me for my brother. II *vi* (encominarse) to go; *t. hacia la derecha*, to turn right. III *tomarse* *vr* 1 (cogerse) to take; *t. la molestia de*, to take the trouble to; *t. las cosas con calma*, to take it easy; *fam no te lo tomes así*, don't take like that. 2 (comer) to eat; (beber) to drink; ¿te has tomado la medicina?, have you taken your medicine?  
**tomate** *nm* 1 Bot tomato; *salsa de t.*, (de lata) tomato sauce; (de botella) ketchup, catsup; *fig ponerse como un t.*, to go as red as a beetroot. 2 *fam* (jaleo) fuss, commotion; *se armó un buen t.*, there was a right to-do. 3 *fam* (dificultad) sang, catch; parece fácil pero tiene *t.*, it looks easy but there's a snag in it.  
**tomatera** *nf* Bot tomato plant.  
**tomavistas** *nm inv* cine o US movie camera.  
**tómbola** *nf* tombola.  
**tomillo** *nm* Bot thyme.  
**tomo** *nm* volume; *fam de t. y lomo*, utter, out-and-out.  
**ton** *nm* *sin t. ni son*, without rhyme or reason.  
**tonada** *nf* 1 Mús tune, song. 2 Am (acento) accent.  
**tonadilla** *nf* Mús ditty, little tune.  
**tonadillero,-a** *nm,f* ditty writer o singer.  
**tonalidad** *nf* tonality.  
**tonel** *nm* barrel, cask; *fam fig como un t.*, as fat as a pig.

tonete  
barrel  
tongo  
bate, t  
tónico  
tonic.  
III *nf*  
neral  
tonic.  
tonific  
tonific  
tonillo  
accent  
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# Exhibit 14



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

REGISTER OF COPYRIGHTS  
United States of America

**FORM PA**  
For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE  
RE

PA 2-624-261



EFFECTIVE DATE OF REGISTRATION

1 31 02  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

"Triste Final", "Bebo por Ti" and "Noche de Fiesta" - individual songs of the collection entitled "Canciones de Fernando Torres-Negron"

PREVIOUS OR ALTERNATIVE TITLES ▼

N/A

NATURE OF THIS WORK ▼ See instructions

Three (3) songs- Words and Music.

NAME OF AUTHOR ▼

~~Fernando Torres-Negron~~ Fernando Torres-Negron \*

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☒ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of ► United States  
Domiciled in ► Puerto Rico

DATES OF BIRTH AND DEATH  
Year Born ▼ N/A Year Died ▼ N/A

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No  
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe the nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

N/A

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☒ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of ►  
Domiciled in ►

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No  
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe the nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

N/A

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☒ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of ►  
Domiciled in ►

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No  
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe the nature of material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1993

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

Month ► June Day ► - Year ► 1993 \*

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Fernando Torres-Negron

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

N/A

MORE ON BACK ►

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page
- See detailed instructions.
- Sign the form at line 8.

APPLICATION RECEIVED  
JAN 31 2002  
ONE DEPOSIT RECEIVED  
JAN 31 2002  
TWO DEPOSITS RECEIVED

FUNDS RECEIVED

EXHIBIT - 1

\*Amended by C.O. authorit. 2/28/02 telephone conversation with Tamara Sosa Pascual, Esq. on behalf of Fernando Torres-Negron.

EXAMINED BY

FORM PA

CHECKED BY

☐ CORRESPONDENCE  
Yes

 FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION I have registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) If your answer is "no," go to space 7.

a. ☐ This is the first published edition of a work previously registered in unpublished form.

b. ☐ This is the first application submitted by this author as copyright claimant.

c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

N/A

 See instructions  
before completing  
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

N/A

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account Name ▼ Account Number ▼

N/A

N/A

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Tamara Sosa Pascual, Esq.

Area code and daytime telephone number ▶ ( 787 ) 641-4890

Fax number ▶ ( 787 ) 759-7526

Email ▶ t.pascual@att.net

CERTIFICATION\* I, the undersigned, hereby certify that I am the

Check only one ▶

☐ author

☐ other copyright claimant

☐ owner of exclusive right(s)

☒ authorized agent of Fernando Torres-Negron - Author

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Tamara Sosa Pascual, Esq.

Date ▶ January 28, 2002

Handwritten signature (s) ▼

x

Certificate will be mailed in window envelope to this address:

Name ▼

Tamara Sosa Pascual

Number/Street/Apt ▼

PMB 336 San Justo Street 202A

City/State/ZIP ▼

San Juan, Puerto Rico 00901-1711

#### YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

#### SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

#### MAIL TO:

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

As of July 1, 1995,  
the filing fee for  
Form PA is \$30.

\*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999—200,000  
WEB REV: June 1999

PRINTED ON RECYCLED PAPER

\*U.S. GOVERNMENT PRINTING OFFICE: 1999-434-879/88

# Exhibit 15

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

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CLERK'S OFFICE  
U.S. DISTRICT COURT  
SAN JUAN, P.R.

FERNANDO TORRES-NEGRÓN

Plaintiff

vs.

ANTONIO L. RIVERA-LÓPEZ,  
ANGÉLICA RIVERA, AND THE  
CONYUGAL PARTNERSHIP  
CONSTITUTED BY BOTH; CENTRO  
RECORDS; GOZADERA; SOLO EXITOS,  
INC.; YESENIA RIVERA-MATOS; LOS  
SABROSOS DEL MERENGUE;  
SABROSOS PUBLISHING, INC.;  
SORYMAR RIVERA-MATOS; NOTA  
PUBLISHING, INC.; ANTONIO MORENO;  
MUSICAL PRODUCTIONS, INC.; SONY  
DISCOS, INC. a/d/b/a SONY MUSIC  
DISTRIBUTION; NATIONAL FIRE  
INSURANCE COMPANY OF  
PITTSBURGH, PA.; EMI LATIN; J & N  
RECORDS; LUIS RIVERA RECORD  
DISTRIBUTOR, INC., a/d/b/a, LUIS  
RIVERA DISTRIBUTORS; LUIS RIVERA-  
MEJÍA; APONTE DISTRIBUTORS a/d/b/a  
DISTRIBUIDORA APONTE; CDT  
RECORDS, INC. d/b/a CASA DE LOS  
TAPES; HMS RECORDS; SPR, INC.;  
PRIVILEGE CORP.; RICHIE VIERA;  
UNIVERSAL MUSIC; HENRY ROSARIO;  
CRUZ MANUEL HERNANDEZ-  
SANTIAGO, a/k/a/ MANNY MANUEL;  
CORPORATION A; CORPORATIONS B  
THROUGH Z; JOHN DOE AND JANE  
DOE; INSURANCE COMPANIES A  
THROUGH Z

Defendants

CIVIL NO. 02-1728 (HL)

Consolidated with 02-1729

PLAINTIFF DEMANDS TRIAL BY  
JURY

AMENDED COMPLAINT

TO THE HONORABLE COURT:

COMES NOW plaintiff, FERNANDO TORRES-NEGRÓN, through his undersigned attorneys and respectfully states, alleges, and prays:

I.

NATURE OF THE ACTION. JURISDICTION AND VENUE

1.1 This is an action for Copyright infringement arising under the Copyright Act of 1976, as amended, 17 U.S.C. sec. 101, et seq., the Berne Convention for Protection of Literary and Artistic Works, and for damages under state law and the laws of other countries, as set forth below. This Court has jurisdiction over this action under 28 U.S.C. secs. 1331, 1332 and 1338, inasmuch as this is an action arising under the laws of the United States and Article III of the United States Constitution and Treaties to which the United States is a party, diversity jurisdiction pursuant to 28 U.S.C. sec. 1332, and supplemental jurisdiction over state law claims under 28 U.S.C. sec. 1367.

1.2 Venue is proper in this district under 28 U.S.C. secs. 1391 and 1400 because plaintiff is a citizen and resident of Puerto Rico, defendants have conducted business in Puerto Rico, and can otherwise be found here, the claims herein arose in this judicial district, and a substantial part of the intellectual property and rights thereunder that is the subject of the action is situated in Puerto Rico.

II

THE PARTIES

2.1 Plaintiff Fernando Torres-Negrón is a citizen of the United States of America and resident of Puerto Rico. He is an artist, author, and musical works



composer who writes and composes his original copyrightable musical works, including the works titled "Triste Final," "Noche de Fiesta," and "Bebo por Ti."

2.2 Defendant Antonio L. Rivera-López, upon information and belief, is a record producer, owner of Centro Records, who manages and owns the rights to several music groups, including Gozadera. He appears as executive producer of the phonorecord titled "¡Especialmente para Ti! Manuel," published under the "Centro Records" label; and as musical producer of the phonorecords titled "Bailando y Gozando con... Gozadera," and "Que Siga el Party".

Mr. Rivera also asserts himself as sole or joint composer of plaintiff's musical composition "Triste Final" in the phonorecords subject of the present complaint.

2.3 Defendant Angélica Rivera is, upon information and belief, of legal age, and married to defendant Antonio L. Rivera-López.

2.4 Defendant Antonio L. Rivera-López at all times has acted in benefit of the Conyugal Partnership constituted by him and Angélica Rivera.

2.5 Defendant Centro Records, upon information and belief, is a record producing business with principal place of operation in Puerto Rico, which is owned and managed by Antonio L. Rivera.

2.6 Defendant Gozadera, upon information and belief, is the musical group who performs plaintiff's compositions "Noche de Fiesta" and "Bebo por Ti" in the phonorecord titled "Bailando y Gozando con ... Gozadera." Antonio L. Rivera owns and manages Gozadera.

2.7 Defendant Sólo Éxitos, Inc.(hereinafter referred to as "Sólo Éxitos"), upon information and belief, is a record company incorporated in Puerto Rico, certificate

of incorporation no. 117,638, and with principal place of business in Atenas St. E-146, Forest Hills, Bayamón, Puerto Rico 00959.

2.8 Defendant Yesenia Rivera-Matos, upon information and belief, is the owner and sole incorporator of Sólo Éxitos, and daughter of Antonio L. Rivera-López. Ms. Rivera-Matos appears as the Executive Producer of the records published under the "Solo Éxitos" record label.

2.9 Defendant Los Sabrosos del Merengue, upon information and belief, is a musical group incorporated in Puerto Rico, owned by Antonio L. Rivera-López and managed by Yesenia Rivera-Matos, who performs the song "Triste Final" in the record "Que Siga el Party."

2.10 Defendant Sabrosos Publishing, Inc., upon information and belief, is a music publisher incorporated in Puerto Rico, certificate of incorporation no. 116, 508, and with principal place of business also in Atenas St. E-146, Forest Hills, Bayamón, Puerto Rico 00959.

2.11 Defendant Sorymar Rivera-Matos, upon information and belief, is the owner and sole incorporator of Sabrosos Publishing, Inc., and is the daughter of Antonio L. Rivera-López, and sister of Yesenia Rivera-Matos.

2.12 Defendant Nota Publishing, Inc., upon information and belief, is a music publishing company presided by Antonio Moreno. Nota Publishing claims to have obtained the rights to plaintiff's composition "Triste Final". Its principle place of business is 2090 NW79th Avenue, Miami, Florida 33122.

2.13 Defendant Antonio Moreno is, upon information and belief, the President of Nota Publishing, Inc., and of Musical Productions, Inc. He is located at 2090 NW79th Avenue, Miami, Florida 33122.

2.14 Defendant Musical Productions, Inc., (hereinafter referred to as "MP") upon information and belief, is a Florida record company presided by Antonio Moreno, located at 2090 NW 79th Avenue, Miami, Fla. 33122, and located in Puerto Rico at 1140 Piñero, Puerto Nuevo, P.R. 00920.

2.15 Defendant Sony Discos, Inc., upon information and belief, is a record distributor, incorporated in Miami, Florida, with a subsidiary in Puerto Rico, doing business as Sony Music Distribution (hereinafter referred to as "Sony"). Its principle place of business located at #1095 Wilson Avenue, Condado, Puerto Rico.

2.16 Defendant National Union Fire Insurance Company of Pittsburgh, PA., provides insurance coverage for defendant Sony, and is located at 70 Pine Street, New York, NY 10270.

2.17 Defendant EMI Latin, upon information and belief, is a record producing and distributing company, with principle place of business in Miami, Florida, and located in Puerto Rico at Mercantil Plaza Building, 2 Ponce de Leon Ave., San Juan, 00918.

2.18 Defendant J & N Records, upon information and belief, is a record producing business and record distributor with principle place of operation in 954 Ponce de León Ave., Suite 802, San Juan, Puerto Rico 00907. J & N Records is the distributor of the phonorecord "Bailando y Gozando ...con Gozadera" outside of Puerto Rico, fact which was willfully and fraudulently concealed. It also heads the production and distribution chain of the phonorecord "Merenhits '94".

2.19 Defendant Luis Rivera Record Distributor, Inc., a/d/b/a/ Luis Rivera Distributors, upon information and belief, is a record distribution operation with principle place of business in Cerra Street 623-B, stop 15, Santurce, Puerto Rico 00907.

2.20 Defendant Luis Rivera-Mejías, upon information and belief, is the sole owner of Luis Rivera Record Distributor, Inc., a/d/b/a/ Luis Rivera Distributors, and has benefited exclusively from the sale of his catalogue, which included the songs and phonorecords subject of this complaint.

2.21 Defendant Aponte Distributors, a/d/b/a Distribuidora Aponte, upon information and belief, is a record distribution operation which has continued distribution of the catalogue owned by Luis Rivera Record Distributor, Inc., a/d/b/a/ Luis Rivera Distributors. Its principle place of business is in Cerra Street, stop 15, Santurce, Puerto Rico 00907.

2.22 Defendant CDT Records, Inc. (hereinafter referred to as "CDT"), upon information and belief, is a record distributor, incorporated and with principle place of business in Roosevelt Avenue #233, Hato Rey, Puerto Rico 00919, registry number 89,968.

2.23 Defendant HMS Records, upon information and belief, is a record producing company, with principle place of business in Puerto Rico.

2.24 Defendant SPR, Inc., upon information and belief, is a record producer and distributor, with principle place of business in #31 Diana Street, 2<sup>nd</sup> Floor, Amelia Industrial Park, Guaynabo, Puerto Rico 00968.

2.25 Defendant Privilege Corp., upon information and belief, is a record producing and distributing company, with principle place of business in Puerto Rico.

2.26 Defendant Richie Viera, upon information and belief, is a music producer, with principle place of business in Puerto Rico, who participated in the production and distribution chain of "Manuel en Salsa".

2.27 Defendant Universal Music, upon information and belief, is a record producing and distributing company, with principle place of business in Miami, Florida.

2.28 Defendant Henry Rosario, upon information and belief, is an international artist from the Dominican Republic, who performs plaintiff's composition "Triste Final" in the phonorecord "Bachata con Swing".

2.29 Defendant Cruz Manuel Hernández-Santiago, a/k/a Manny Manuel (hereinafter referred to as "Manny Manuel"), upon information and belief, is an international recording artist, citizen of the United States and resident of Puerto Rico, who does business in America and Europe, among other places. He performs plaintiff's composition "Triste Final" in several of the phonorecords subject of the present complaint, including "¡Especialmente para Ti! Manuel," "Manuel en Salsa," and "Manuel y El Trio Borinquen," all published both under the "Sólo Éxitos", as well as the "Centro Records" labels. Upon information and belief, Manny Manuel used and recorded plaintiff's composition "Triste Final" to obtain his release from his former manager Antonio L. Rivera-López.

2.30 Defendant Corporation A is the distributor of the records "Manuel y el Trio Borinquen" and "¡Especialmente para Ti! Manuel" produced under the "Sólo Exitos" record label.

2.31 Defendants Corporations B through Z are corporations or agents of corporations, organized and existing under the laws of Puerto Rico or of any state or

country other than Puerto Rico, who have directly, vicariously and/or contributorily, unlawfully and willfully, performed, reproduced, recorded, copied, published, and distributed or otherwise unfairly used the compositions of plaintiff's authorship without requesting nor receiving a license, nor paying license royalties to plaintiff, and without plaintiff's authorization. They are still unknown because discovery is still in early stages.

2.32 Defendants John Doe and Jane Doe are unknown defendants, who have directly, vicariously and/or contributorily, unlawfully and willfully, performed, reproduced, recorded, copied, published and distributed or otherwise unfairly used the compositions of plaintiff's authorship without requesting nor receiving a license, nor paying license royalties to plaintiff, and without plaintiff's authorization. They are still unknown because discovery is still in early stages.

2.33 Defendants Insurance Companies A through Z, whose identities are unknown, are corporations or agents of corporations, organized and existing under the laws of Puerto Rico or any state or country other than Puerto Rico, who at the time of the events had issued insurance policies that covered the liability of any defendant previously referred to in paragraphs 2.2 to 2.15, and 2.17 to 2.32.

### III

#### THE FACTS COMMON TO ALL CAUSES OF ACTION

Plaintiff reaffirms and reproduces as if alleged herein each and every one of the preceding allegations.

3.1. Plaintiff Mr. Fernando Torres-Negrón is the author of the compositions "Triste Final", "Noche de Fiesta," and "Bebo por Ti," which contain material wholly original and are copyrightable subject matter under the laws of the United States.



3.2. Plaintiff is a member of the American Society of Composers, Authors & Publishers (ASCAP) since 1994, membership number 1537061. The titles "Noche de Fiesta" and "Bebo por Ti" have been registered with ASCAP since February 4, 1994, while the title "Triste Final" has been registered since May 17, 1994.

3.3. Plaintiff is currently and at all relevant times has been the sole proprietor of all rights, titles, interests in and to the copyright in these musical compositions.

3.4. On January 31<sup>st</sup>, 2002, the U.S. Copyright Office issued Certificate of Registration No. PAu 2-624-261 to plaintiff for the musical compositions titled "Triste Final", "Noche de Fiesta" and "Bebo por Ti".

3.5. On February 14<sup>th</sup>, 2002, plaintiff filed application for registration for the beforementioned musical compositions at the Intellectual Property Registry of Puerto Rico.

3.6. Plaintiff recently became aware that defendants directly, vicariously, jointly, and/or contributorily, unlawfully and willfully, performed, reproduced, recorded, copied, published and distributed or otherwise unfairly used the compositions of plaintiff's authorship without requesting nor receiving a license, nor paying license royalties to plaintiff, and without plaintiff's authorization, actions which continue at the present.

3.7. Defendants knowingly and willfully copied plaintiff's musical work for the specific purpose of infringing plaintiff's copyrights.

3.8. Defendants were not licensed by plaintiff to adapt, use, perform, and include plaintiff's musical work in any of the records alluded to in this complaint.

IV

FIRST CAUSE OF ACTION

**U.S. COPYRIGHT INFRINGEMENTS**

The allegations contained in paragraphs 1.1 to 3.8 are incorporated by reference as if fully set forth herein.

TRISTE FINAL

4.1. Defendants Centro Records, Manny Manuel, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in the phonorecord titled "¡Especialmente para Ti! Manuel," under the "Centro Records" label. Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.2. Defendants Sólo Éxitos, Yesenia Rivera-Matos, Manny Manuel, Aponte Distributor, and distributor Corporation A, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in the phonorecord titled "¡Especialmente para Ti! Manuel," under the "Sólo Éxitos" label. Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.3. Defendants MP, Sony, National Union Fire Insurance Company of Pittsburgh, PA., Nota Publishing, Los Sabrosos del Merengue, and Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in the phonorecord titled "Que Siga el Party." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.4. Defendants Centro Records, Manny Manuel, Luis Rivera Record Distributor, Inc., Luis Rivera-Mejías, Aponte Distributors, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in Side A of the phonorecord titled "Manuel en Salsa." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.5. Defendants Centro Records, Manny Manuel, Luis Rivera Record Distributor, Inc., Luis Rivera-Mejías, Aponte Distributors, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used,

once again, the musical composition "Triste Final" without plaintiff's authorization in Side B of the phonorecord titled "Manuel en Salsa." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.6. Defendants Sólo Éxitos, Yesenia Rivera-Matos, Manny Manuel, SPR, Inc., Privilege Corp., and Richie Viera, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization when they also released it in another version of the phonorecord titled "Manuel en Salsa." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.7. Defendants CDT Records, Centro Records, Manny Manuel, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in the phonorecord titled "Manuel y el Trio Borinquen." under the "Centro Records" label. Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.8. Defendants Sólo Éxitos, Yesenia Rivera-Matos, Manny Manuel, Aponte Distributors, and distributor Corporation A, directly, vicariously, jointly, and/or

contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, published, performed, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in the phonorecord titled "Manuel y el Trio Borinquen," under the "Sólo Éxitos" label. Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.9. Defendants Universal Music, Henry Rosario, and Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Triste Final" without plaintiff's authorization in the phonorecord entitled "Bachata con Swing." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

#### NOCHE DE FIESTA

4.10. Defendants J & N Records, HMS Records, Centro Records, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, a/d/b/a Distribuidora Aponte, Gozadera, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical compositions "Noche de Fiesta" without plaintiff's authorization in track #2 of the phonorecord titled "Bailando y

Gozando con... Gozadera." Said defendants acted without requesting or obtaining a license, and without paying full royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.11. Defendants J & N Records, HMS Records, Centro Records, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, a/d/b/a Distribuidora Aponte, Gozadera, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Noche de Fiesta" as a remix without plaintiff's authorization. This was also done in the phonorecord titled "Bailando y Gozando con ... Gozadera", in track #9. Said defendants acted without requesting or obtaining a license, and without paying full royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.12. Defendants J & N Records, EMI Latin, and Antonio L. Rivera-López d/b/a "Gozadera", Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Noche de Fiesta" without plaintiff's authorization in the phonorecord titled "Merenhits '94." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.13. Defendants J & N Records, Sony Music, National Union Fire Insurance Company of Pittsburgh, PA., and Antonio L. Rivera-López d/b/a "Gozadera", Angélica



Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Noche de Fiesta" without plaintiff's authorization when they re-released the phonorecord entitled "Merenhits '94." Said defendants acted without requesting or obtaining a license, and without paying any and all royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

#### BEBO POR TI

4.14. Defendants J & N Records, HMS Records, Centro Records, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, a/d/b/a Distribuidora Aponte, Gozadera, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, unlawfully, willfully, and illegally copied, adapted, produced, recorded, performed, published, and distributed or otherwise unfairly used the musical composition "Bebo por Ti" without plaintiff's authorization in the phonorecord titled "Bailando y Gozando con ... Gozadera." Said defendants acted without requesting or obtaining a license, and without paying full royalties, for the specific purpose of infringing plaintiff's copyright in the composition.

4.15. Defendants Sabrosos Publishing, Inc., and Sorymar Rivera-Matos, have made false representations, by purporting to have obtained the rights to plaintiff's copyright in the compositions "Triste Final", "Noche de Fiesta", and "Bebo por Ti".

4.16. Defendants Nota Publishing, Inc., and Antonio Moreno, have also incurred in false representations, by purporting to have also obtained the rights to plaintiff's copyright in the composition "Triste Final".

4.17. Defendant Manny Manuel violated plaintiff's copyright when he used, copied, performed, and recorded plaintiff's composition "Triste Final" in exchange for his release from his former manager Antonio L. Rivera-López.

4.18. The abovementioned phonorecords continue to be illegally copied, produced, recorded, distributed, sold or otherwise unfairly used up to this date.

4.19. All of these blatant violations of copyright laws constitute willful travesties to the creative work of Mr. Torres-Negrón, which are causing him loss of profit and irreparable harm.

4.20. Consequently, plaintiff demands payment of all actual damages suffered and the profits generated by defendants, plus costs, interests, and attorneys' fees. The amount of damages cannot be estimated at this time but, upon information or belief, it accrues to no less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) for each violation.

4.21. Alternatively, plaintiff demands the payment of all statutory damages pursuant to section 504(c)(2) of the Copyright Act of 1976, as amended, 17 U.S.C. sec.504(c)(2), in addition to costs, interest, and attorneys fees.

V

SECOND CAUSE OF ACTION

**MORAL RIGHTS VIOLATIONS**

The allegations contained in paragraphs 1.1 to 3.8 are incorporated as if fully set forth herein.

TRISTE FINAL

5.1. Defendants Centro Records, Manny Manuel, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they used it without authorization in the phonorecord "¡Especialmente para Ti! Manuel." under the Centro Records label.

5.2. Defendants Sólo Éxitos, Yesenia Rivera-Matos, Manny Manuel, Aponte Distributor, and distributor Corporation A, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they used it without authorization in the phonorecord "¡Especialmente para Ti! Manuel." under the "Sólo Éxitos" label.

5.3. Defendants MP, Sony Music, National Union Fire Insurance Company of Pittsburgh, PA., Nota Publishing, Los Sabrosos del Merengue, and Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to

recognize plaintiff as the composer, author, and owner of the musical work "Triste Final," when they used it without authorization in the phonorecord titled "Que Siga el Party." Said defendants wrongfully attributed authorship of the composition to Antonio L. Rivera, and the editorial rights to Nota Publishing.

5.4. Defendants Centro Records, Manny Manuel, Luis Rivera Record Distributor, Inc., Luis Rivera-Mejías, Aponte Distributors, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they used it without authorization in Side A of the phonorecord "Manuel en Salsa."

5.5. Defendants Centro Records, Manny Manuel, Luis Rivera Record Distributor, Inc., Luis Rivera-Mejías, Aponte Distributors, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they, once again, used it without authorization in Side B of the phonorecord "Manuel en Salsa."

5.6. Defendants Sólo Éxitos, Yesenia Rivera-Matos, Manny Manuel, SPR, Inc., Privilege Corp., and Richie Viera, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the composer, author, and owner of the musical work "Triste Final," when they used it without authorization in their version of the phonorecord "Manuel en Salsa."

5.7. Defendants CDT Records, Centro Records, Manny Manuel, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they used it without authorization in the phonorecord "Manuel y el Trio Borinquen," under the "Centro Records" label.

5.8. Defendants Sólo Éxitos, Yesenia Rivera-Matos, Manny Manuel, Aponte Distributors, and distributor Corporation A, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they used it without authorization in the phonorecord "Manuel y el Trio Borinquen," under the "Sólo Éxitos" label.

5.9. Defendants Universal Music, Henry Rosario, and Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical work "Triste Final," when they used it without authorization in the phonorecord titled "Bachata con Swing."

5.10. Defendant Antonio L. Rivera-López also violated plaintiff's moral rights when he attributed himself the sole authorship of the composition "Triste Final" in the phonorecord "Que Siga el Party". He also knowingly and purposely violated plaintiff's moral rights when he attributed himself the joint authorship of the composition "Triste Final" in the phonorecords "¡Especialmente para Ti! Manuel," "Manuel en Salsa," "Manuel y el Trio Borinquen," and "Bachata con Swing."

NOCHE DE FIESTA

5.11. Defendants J & N Records, HMS Records, Centro Records, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, a/d/b/a Distribuidora Aponte, Gozadera, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity when they used the composition "Noche de Fiesta" without authorization in track #2 of the phonorecord "Bailando y Gozando con ... Gozadera."

5.12. Defendants J & N Records, HMS Records, Centro Records, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, a/d/b/a Distribuidora Aponte, Gozadera, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the sole composer, author, and owner of the musical composition "Noche de Fiesta," when they used it, in a remix version, without authorization and attributed the same to "Sugar Kid," in track #9 of the phonorecord "Bailando y Gozando con ... Gozadera."

5.1. Defendants J & N Records, EMI Latin, and Antonio L. Rivera-López d/b/a "Gozadera", Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly and/or contributorily, failed to respect the work's integrity when they used the composition "Noche de Fiesta" without authorization in the phonorecord "Merenhits '94."

5.13. Defendants J & N Records, Sony Music, National Union Fire Insurance Company of Pittsburgh, PA., and Antonio L. Rivera-López d/b/a "Gozadera", Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly,



and/or contributorily, failed to respect the work's integrity and to recognize plaintiff as the composer, author, and owner of the musical work "Noche de Fiesta," when they used it without authorization in the re-release of the phonorecord "Merenhits '94", where they willfully excluded plaintiff's name as the composer of the composition.

#### BEBO POR TI

5.14. Defendants J & N Records, HMS Records, Centro Records, Luis Rivera Distributors, Luis Rivera-Mejías, Aponte Distributors, a/d/b/a Distribuidora Aponte, Gozadera, Antonio L. Rivera-López, Angélica Rivera, and the conyugal partnership constituted by both, directly, vicariously, jointly, and/or contributorily, failed to respect the work's integrity when they used the composition "Bebo por Ti" without authorization in the phonorecord "Bailando y Gozando con ... Gozadera."

5.15. Failure to respect the work's integrity and to properly attribute the authorship of the abovementioned musical compositions are actionable and entitle Mr. Torres-Negrón to claim damages under the laws of Puerto Rico, and of the laws of other countries of the world where the record was distributed or otherwise unfairly used, which will be subject of discovery.

5.16. Plaintiff can recover, claims, and demands payment of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) in damages for each such violation, and requests the impounding and destruction of the infringing works and the enjoining of defendants from continuing said violations and infringements, plus interest, costs and attorney's fees.

VI

THIRD CAUSE OF ACTION

**UNJUST ENRICHMENT**

The allegations contained in paragraphs 1.1 to 3.8 are incorporated by reference as if fully set forth herein.

6.1. Defendants' have unlawfully, willfully, and illegally kept silent as to the copy, adaptation, production, recording, publishing, performance, and distribution or otherwise unfair use of plaintiff's compositions, with the intent of not paying royalties for their sales or licenses.

6.2. By these willful acts, defendants have generated large amounts of income from licenses and worldwide record sales. From the sums collected from almost ten years of sales, a percentage is due to plaintiff.

6.3. By reason of Defendants' fraudulent acts as alleged above, defendants have unjustly enriched themselves of an amount which at present cannot be fully ascertained, and Plaintiff is entitled to just compensation therefore.

VII

PRAYER FOR RELIEF

WHEREFORE, plaintiff respectfully demands a trial by jury and that the Court enter judgment for plaintiff determining that his valid copyrights in the musical works "Triste Final," "Noche de Fiesta," and "Bebo por Ti" have been infringed, and that his moral rights in these compositions have been violated by defendants, and ordering:

a. That defendants and their agents, employees, representatives, and all other firms, divisions or corporations in active concert or participation with said defendants be permanently enjoined from engaging in any further acts in violation of the copyright laws that directly or indirectly affect plaintiff's copyrights, including, but not limited to, the sale, distribution, marketing, licensing, transfer, display, performance, advertisement, reproduction, development, and/or manufacture of any works derived or copies from the subject work, or to participate or assist in any such activity;

b. That defendants and their agents, employees, representatives, and all other firms, divisions or corporations in active concert or participation with said defendants be ordered to recall from all clients, distributors, wholesales, jobbers, dealers, retailers, and all other known to defendants, any and all originals, copies, facsimiles, performances or duplicates of "Triste Final," "Noche de Fiesta," and "Bebo por Ti" in their possession, custody or control;

c. That defendants and their agents, employees, representatives, and all other firms, divisions or corporations in active concert or participation with said defendants be ordered to return to plaintiff any and all originals, copies, facsimiles, performances or duplicates of "Triste Final," "Noche de Fiesta," and "Bebo por Ti" in their possession, custody or control;

d. That defendants and their agents, employees, representatives, and all other firms, divisions or corporations in active concert or participation with said defendants be ordered to deliver under oath, to be impounded during the pendency of this action and destroyed pursuant to judgment herein, all originals, copies, facsimiles,

performances or duplicates of any work shown by the evidence to infringe any copyright in the subject works.

e. That defendants be ordered to file with the Court and to serve on plaintiffs, within thirty (30) days after service of this Court's order as herein prayed, a report in writing under oath setting forth in detail the manner and form in which defendants have complied with said order;

f. That judgment be entered for plaintiff and against defendants for actual damages, as well as for any and all profits attributable to infringement of plaintiff's copyrights, in accordance with proof;

g. That judgment be entered for plaintiff and against defendants jointly and severally for statutory damages, as provided by 17 U.S.C. sec. 504 (c)(2), based upon defendants' willful acts of infringement;

h. That defendants be ordered to account for all gains, profits, and advantages derived from their infringing acts and for their other violations of law;

i. That plaintiff have judgment against defendants for plaintiff's costs and attorney fees, as contemplated in 17 U.S.C. sec. 505;

j. That judgment be entered against defendants determining that plaintiff's moral rights in his work have been violated, and pursuant to Puerto Rico law, 31 L.P.R.A. sec. 1401(f), and the laws of each country where defendants have violated Mr. Torres-Negrón's moral rights, defendants be ordered to: (1) refrain from using, copying, displaying, performing, and distributing plaintiff's work; (2) pay damages to Mr. Torres-Negrón, and (3) to hand over to Mr. Torres-Negrón for impoundment and destruction any and all copies, duplicates, facsimiles of the work either under their control or in the

control of their clients, affiliates, distributors, or any other persons or entities acting in conjunction with or under orders from defendants;

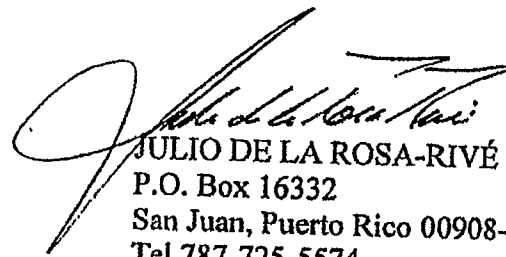
k. That judgment be entered against defendants as requested in each of the causes of action pled in this complaint, and that defendants be ordered to pay plaintiff the damages herein and therein requested under each of the causes of action, disgorge any unjustly received income and profits, submit an accounting, and pay interest, costs, and attorneys' fees.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 18<sup>th</sup> day of July, 2003.

WE HEREBY CERTIFY that a true copy of the foregoing has been sent through regular mail to: Miguel E. Bonilla Sierra, Esq. 403 Del Parque Street, Suite 6, San Juan PR 00912-3709; Miriam González Olivencia, Esq., Buchanan Office Center, Suite 105, 40, Carr. 165, Guaynabo, P.R. 00968-8001; José A. Hernández Mayoral; Esq., Banco Popular Building, Suite 701, 206 Tetuán St., San Juan, P.R. 00901; José Luis Machicote Mafuz, Esq., 616 Cerra St., Suite 1, Santurce, P.R. 00907; Jorge I. Peirats, Esq., Pietrantoni, Méndez & Álvarez, LLP, 19<sup>th</sup> Floor, Popular Center, 209 Muñoz Rivera Ave., Hato Rey, P.R. 00918; and James B. Sheinbaum, Esq., Borstein & Sheinbaum, 420 Lexington Avenue, Suite 2920, New York, N.Y. 10170-0002.

TAMARA SOSA PASCUAL  
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USDC Attorney's ID No. 217410



JULIO DE LA ROSA-RIVÉ  
P.O. Box 16332  
San Juan, Puerto Rico 00908-6332  
Tel 787-725-5574  
USDC Attorney's ID No. 218102

# Exhibit 16

NWR05DS

## TITLE REGISTRATION INFORMATION

TITLE: NOCHE DE FIESTA

JINGLE (Y/N)? N

REQUESTED TITLE: NOCHE DE FIESTA

ALTERNATE TITLE:

RECORDING ARTIST: LA GOZADERA

CENTRO RECORDS

TYPE ENTITLED PARTY

CAT SSN

MATCH SOCIETY SHARE

CA TORRES FERNANDO A

584-43-0337

ASCAP 100.0

P NONE

CAT

O=N/A OWNR

S=SUBPUB

P=PRT ADM

R=RENEWAL

SERIOUS MVMNTS:

MUSIC :

INSTRMNTN / :

NO. CHORAL PTS:

CPYRT DT

CPY NO: PEND

DURATION:

SUBM BY: FERNANDO TORRES NEGRON

DATE: 02 / 04 / 1994

ENTER DESIRED OPTION:

NO MORE PAGES

1-CHNG DATA 3-DISP FOREIGN CONTROL 4-DISP REMARKS 6-REDISPT TITLE SELECTIONS

A-CONVERT TO PERF TTL DB B-DELETE REGISTRATION PF7-PRINT REGISTRATION

EXHIBIT -

14



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FELIPE ROBLES VASQUEZ p/k/a RALDY  
VASQUEZ and CAMPESINO ENTERTAINMENT  
GROUP, INC.,

Plaintiff,

06 Civ. 0619 (CM)

v.

**CERTIFICATE OF SERVICE**

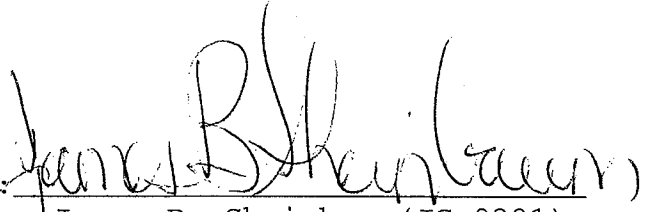
FERNANDO TORRES NEGRON, TOMARA  
SOSA-PASCUAL and JULIO DE LA  
ROSA-RIVE,

Defendants.

I HEREBY CERTIFY that on February 1, 2007, a true and correct copy of the within "Affidavit In Opposition" was served on William R. Bennett, III, Esq., Defendants' attorney in this action, by hand:

William R. Bennett, Esq.  
Bennett, Giuliano, McDonnell & Perrone, LLP  
225 West 34<sup>th</sup> Street, Suite 402  
New York, New York 10122

Dated: New York, New York  
February 1, 2007

By:   
James B. Sheinbaum (JS 0291)

Borstein & Sheinbaum  
Attorney for Plaintiffs  
420 Lexington Avenue, Suite 2920  
New York, NY 10170  
Tel: (212) 687-1600